

EXHIBIT 2

~~U#1~~ U#2

Memorandum of Agreement between Kingshighway Hospital and Local 1199 Reg Healthcare Employees Union, R & L & A / AFL-CIO.

On this 22nd day of ~~December~~, 1989, It is hereby stipulated and agreed by the above named that:

1. The Collective Bargaining Agreement between the above which expires on October 31, 1989 is hereby extended, up and until October 31, 1991, in its entirety except as specifically modified or amended by this memorandum of agreement.

2. The base annual wage of all Registered Nurses are to be increased as follows:

~~Effective 11/1/89~~ the wage is increased to \$ 35,500
~~11/1/90~~ " " " " " 37,500

3. The base annual wage of all Head Nurses are to be increased as follows:

Effective 11/1/89 the wage is increased to \$ 38,500
 11/1/90 " " " " " 40,500

4. The experience differential of Registered Nurses for Inside Experience (defined times as a Registered Nurse at Kings Highway) shall be issued in accord with the following schedule not ~~pro~~ rated for last time.

Effective 7/1/90

INSIDE EXPERIENCE
EFFECTIVE 3/1/91

YEAR	AMOUNT	YEAR	AMOUNT
0		0	0
1	0	1	0
2	0	2	1000
3	900	3	1200
4	1350	4	2000
5	1800	5	2600
6	2250	6	3000
7	2700	7	3800
8	3150	8	4400
9	3600	9	4800
10	4050	10	6000
11	4500	11	6400
12	4950	12	7000
13	5400	13	8000
14	5850	14	8500
15	6300	15	9000
16	6750	16	10000
17	7200	17	10500
18	7650	18	10800
19	8100	19	11200
20	8550	20	12500

7200
 ÷ 52 = 138.46
 1/2 - ÷ 138 3.69
 - 1875

65
 7650
 2250
 5400
 375
 775

5. The Experience Differential of Registered Nurses for Outside Experience (defined as nonfull employment on a full time basis at a comparable acute care institution facility) will be in accord with the following schedule:
and per-rated for part times.

OUTSIDE EXPERIENCE
EFFECTIVE 7/1/90

YEAR	AMOUNT
0	0
1	0
2	0
3	375
4	375
5	375
6	750
7	750
8	750
9	1125
10	1125
11	1125
12	1500
13	1500
14	1500
15	1875
16	1875
17	1875
18	2250

6. The Shift Differential of all Registered Nurses on the evening and night shifts will be determined as ten (10%) percent of their base rate.

7. The rate of pay of all Par Aline Employees will be in accord with the following:

Effective 1/1/90 Monday through Friday - \$ ^{23.00} ~~17.00~~
 Saturday, Sunday and Holidays \$ ^{25.00} ~~18.50~~
 1/1/91 Monday through Friday \$ 25.00
 Saturday, Sunday and Holidays \$ 27.00

8. Those Registered Nurses who work a 12 hour shift (flex time) which includes the hours of 3:00 P.M. to 7:00 P.M. shall be paid the above 10% shift differential for those hours worked between 3:00 P.M. and 7:00 P.M.

9. All employees shall be paid, during December of each year, for up to five (5) days of unused sick leave, if so requested.

9.2 In Charge Pay shall be \$11.55 for a 7.5 hr shift and per-rated for a 12 hr shift.

7.5. ~~cannot depend alone for an adopted child~~ will be granted for a period not to exceed six (6) months for the care of a newly adopted child.

10. An employee shall be paid at his/her regular pay for three (3) working days absence on the event of his/her marriage. Such ~~time~~ to three (3) days must be taken consecutively and further be concurrent with the marriage event. Verification of the marriage must be supplied by the employee to qualify.

11. Should a Registered Nurse be required by the employer to absent him/herself from employment because of exposure to a contagious disease in the course of his/her employment at Kings Highway, the employer agrees to compensate this employee at his/her regular rate of pay for the specified weeks of such absence.

12. If his a "Registered Nurse" is required by the state of New York to complete a child abuse course for continued licensure, Kings Highway will provide such an appropriate course at the Hospital's premises. ~~Any~~ Registered Nurse will attend such a course during their regularly scheduled work hours at no cost to the employee.

13. Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, handicap, marital status, sexual orientation or affectional preference.

14. Contributions to the National Pension Fund for Hospital and Health Care employees shall commence after three (3) months of employment and shall cover the payroll period beginning with the first day of the fourth month.

15. ~~Effective July 1, 1988~~ ^{November} contributions to the Benefit Fund shall be increased by 3% of gross payroll above the percentage contribution in effect on ~~June 30, 1988~~ ^{October 31, 1988}.

~~January 1, 1991 to June 30, 1992~~ ^{October} If at any time during the third year of this Agreement, i.e., the period ~~January 1, 1991 to June 30, 1992~~ ^{October}, monies are required by the Benefit Fund Trustees to maintain the level of benefits in the Benefit Fund, the Union reserves the right to require the Hospital to contribute monthly to the Benefit Fund, upon written notice to the Hospital of the action of the Benefit Fund Trustees, an additional contribution of one-half of one percent (0.5%) of gross payroll.

~~October~~ ~~October~~ ~~November~~
 7. The parties agree that due to the surplus in the Pension Fund the Hospital need not make any payments to the Pension Fund for the period ~~July 1, 1989~~ ~~July 1, 1989~~ through ~~June 15, 1992~~ (a total of ~~34~~ months) in order for benefits to be maintained and improved, provided, however, that the Hospital shall be entitled to credit for any sums paid on account of Pension Fund contributions for the period from ~~July 1, 1989~~ to ~~June 15, 1992~~. Effective ~~June 15, 1992~~, the Hospital will resume contributions to the Pension Fund at 6.65%. If the rate determined by the Trustees for the A+ benefit for the New York Area, is less than 6.65%, that rate shall apply.

Further, the parties agree that the aforementioned pension credit may be applied, as far as is practicable, so as to maximize the deductibility of all the employee's contributions made during the period of January 1, 1989 through December 1, 1989.

Gerald 1199
 Bell Mergler
 Sandra G. Mason
 Linda Vicaglia
 Diane Schumacher R.N.
 Gloria
 Dorothy Koloski
 Patricia Altman R.N.
 Carol Bertoglia R.N.
 Lilian Senn
 Carolyn S. Cannon R.N.

Kings Highway Hospital
 Emily Allen
 Bill J. Smith, Jr.

EXHIBIT 3

U#3

Memorandum of Agreement between Kings Highway Hospital and Local 1199 Drug Healthcare Employees Union.

On this 10th day of November, 1991, It is hereby stipulated and agreed by the above named that:

1. The Collective Bargaining Agreement between the above which expired on October 31, 1991 is hereby extended up and until October 31, 1992 in its entirety except as specifically modified and amended by the memorandum of agreement.

2. The base annual wage of all Registered Nurses are to be increased as follows:

Effective	11/1/91	the wage is increased to	\$ 40,000.00
"	10/1/92	" " " "	\$ 42,500.00

3. The base annual wage of all Head Nurses are to be increased as follows:

Effective	11/1/91	the wage is increased to	\$ 43,000.00
"	10/1/92	" " " "	\$ 45,500.00

4. The experience differential of Registered Nurses for Inside Experience (defined to be as a Registered Nurse at Kings Highway Hospital) shall be increased in accord with the following schedule and pro-rated for part time employees and be made effective as follows in Schedule A attached hereto.

5. The Experience Differential of Registered Nurses for Outside Experience (defined as nursing employment on a full time basis at a comparable acute care facility worldwide) will be in accord with the attached schedule B and will be pro-rated for part time.

6. The Shift Differential of all Registered Nurses on the evening and night shifts will be increased as follows:

Effective 11/1/91 \$ 4400.00 per year
 10/1/92 4600.00 per year

7. The rate of pay of all Per Diem Employees will be in accord with the following:

Effective 11/1/91 - \$ 28.00 Mon. thru Fri.
 30.00 Sat., Sun. and Holidays

8. Those Registered Nurses who work a 12 hour shift (flex time) which includes the hours 3:00 P.M. to 7:00 P.M. shall be paid shift differential as a per cent basis for those hours.

9. An charge pay for all Registered Nurses in regular shifts will be paid as follows:

Effective 1/1/92 - \$13.00 per-cent for flex time to \$19.50
 9/1/92 - 14.00 per-cent for flex time to \$21.00

10. The Educational Differential of Registered Nurses will be paid as follows:

Effective 1/1/92 - \$550 B.A.; B.S.; B.S.N.

750 M.A.

1000 PH.D.

6/1/92 750 B.A.; B.S.; B.S.N.

950 M.A.

1200 PH.D.

10/1/92 1100 B.A.; B.S.; B.S.N.

1200 M.A.

1500 PH.D.

11. The Certification Differential for all Registered Nurses will be paid in accordance with the following terms and conditions:

A) The increased certification differential will become effective 5/1/92 and shall be payable to

a maximum of \$1000.00 ~~inclusive~~ ^{INCLUSIVE} of specialty differential.

B) Effective 9/1/92 the certification differential shall be payable to a maximum of \$1500.00 inclusive of specialty differential.

C) An R.N. shall be eligible for certification differential when certification has been issued by a recognized professional nursing organization and is specific to the currently designated King Highway Hospital Specialty Unit in which the nurse is employed.

D) Certification must remain current for entitlement to pay differential.

E) ALL RNs CURRENTLY RECEIVING SPECIALTY DIFFERENTIAL WILL CONTINUE TO RECEIVE SAME AS LONG AS EMPLOYED IN SAID UNIT AND SUCH PRACTICE WILL CONTINUE FOR NEW HIRINGS. 2/1/95

12. Professional Conference

A) All ACLS and BCLS will be given free of charge to all nurses who take such courses at King Highway Hospital.

B) The Conference Fund shall consist of \$4000.00 per year. If under \$3000 per year is ^{USED} ~~used~~, the balance to a maximum of \$3000.00 will be carried over to the next year.

13. For the purposes of longevity differential, per diem R.N.'s shall ^{RECEIVE} ~~earn~~ per - rated years of service for continuous inside per diem experience to a maximum of three years to be slotted into the experience schedule when that R.N. becomes a full time or part time member of the staff.

14. Professional Perogative

- A) Per Diem - Per diem RNs whose shift is cancelled, shall be notified at least 2 hours prior to scheduled shift with the exception of the day shift where at least 8 hours notice will be given. Should employer fail to provide notification, per diem RN shall work the scheduled shift.

(written warning notice) shall be given to the employee involved and to the union.

(C) Vacation Schedule - Vacations may be scheduled to begin on any day of the week.

RNs may request to "book-end" their scheduled vacation subject to the operational needs of the individual units and the staffing of the entire hospital. Granting of such requests shall not be unreasonably withheld.

(D) Floating - Floating shall be assigned on an equitable basis where possible.

(E) In-Charge - All RNs shall be trained for in-charge work within 3 months after probationary period subject to the approval of the Staff Education Coordinator.

Orientation to in-charge work shall include a minimum of 5 days with the same person, taking into account days off and staffing to be adjusted accordingly.

(F) Overtime - Full time and part time staff RNs will be offered overtime before per diem RNs are offered overtime.

(G) Non-Nursing Duties -

RNs shall not be required to routinely perform non-nursing duties, (i.e. housekeeping, messenger functions)

(H) "Patient Care Committee" -

A committee composed of 7 people as follows:

4 RN's representing staff nurses and head nurses and,

3 representatives from nursing supervision, nursing administration, and hospital administration,

shall meet monthly for the first three months, and quarterly thereafter, (but more often if necessary, by mutual request.)

An agenda shall be submitted to the nursing department and/or administration at least one week in advance of the scheduled meeting.

Job Posting - All job postings shall be standardized within each job classification. (i.e. ICU, CCU,)

ARTICLE XXIII

BENEFIT FUND

1. The Hospital shall continue to contribute to the National Benefit Fund for Hospital and Health Care Employees, and shall make monthly payments based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August.

Effective November 1, 1991, the contribution shall consist of a sum equal to fourteen and thirty-three one hundredths of a percent (14.33%) of the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees during the first two (2) months following the beginning of their employment.

Effective 7/1/92, the contribution for the bargaining unit shall consist of a sum equal to the sum that the League of Voluntary Hospitals is required to pay the Benefit Fund, under the renewal agreement to be in effect 7/1/92 onward. Any change in contribution from 14.33% the hospital shall contribute to the Benefit Fund.

P Such payments shall be used by the Trustees of the Benefit Fund for the purpose of providing the Employees with social benefits, e.g., disability benefits, death benefits and hospital benefits as the Trustees of the said Fund may from time to time determine.

2. If a payment or payments are not made in compliance with Section 1 above, the Hospital shall, from and after the due date thereof, and until full payment of arrears is made pay interest on such arrears at the rate of one and one-half percent (1 1/2%) per month or the maximum permitted by law, whichever is less.

However, in cases where an Hospital has voluntarily agreed to a verification of the amounts contributed to the Fund through an inspection of the payroll records of its Employees by a Certified Public Accountant retained by the Fund, the Hospital shall not be obliged to make retroactive interest payments or payment of costs and expenses pursuant to Article XXV, Paragraph 3(c) where the Hospital proves to the satisfaction of the Arbitrator designated under Article XXV that the principal amounts at issue were not contributed because of a genuine oversight by the Hospital. In such a case, interest upon the principal amounts determined by the Certified Public Accountant retained by the Fund shall be due the Fund at the rate specified in the immediately

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request for payment from the Fund which sets forth the amount claimed, and the basis upon which it has been determined.

3. The National Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provides for equal representation by the Union and the employers contributing to said Fund and that any disputes whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

4. It is agreed that the National Benefit Fund will provide disability benefits for the Employees covered by this Agreement, in accordance with the requirements of the New York State Disability Benefits Law. In view of the assumption of this obligation by the said Fund, the Hospital agrees not to make any deductions from the covered Employees' wages on account of disability benefits. The National Benefit Fund will certify the assumption of this obligation in connection with disability benefits to the appropriate State agency and to the Hospital.

5. An independent audit of the National Benefit Fund shall be made annually and a statement of the results thereof shall be furnished to the Hospital.

6. The Trustees shall continue to provide Benefit Fund

enrollment cards to the Employees in accordance with its prior practice.

7. The Union and the Hospital will request the Trustees implement the cost containment measures discussed during the course of prior negotiations to provide for the more efficient and effective provision of benefits including steps which will result in increased use of panel physicians and dentists under current benefit schedules so that participant out of pocket costs are minimized. Such cost containment measures include, but are not limited to: mandatory hospitalization utilization review, mandatory second surgical opinion, surgical procedures to be performed on an out-patient basis, extended coordination of benefits, individual case management, pre-admission testing, generic drug substitution and provider claim audits.

8. Effective July 1, 1989, the Union and the Hospital agree to recommend to the Trustees that benefit improvements costing the Fund .25% be implemented, and effective July 1, 1990 that benefit improvements costing the Fund .25% be implemented. Benefit areas to be improved include: dental, maternity, surgical, emergency department, doctor's visits, and in-hospital medical.

9. The Hospital agrees that the provisions of this Article and Article XXV will continue in full force and effect in the event of any change in the name, composition or structure of the National Benefit Fund or the creation of any successor fund which assumes the responsibility to provide the same or similar health benefits to the Employees covered by this Agreement, which change or changes

are consented to by a majority of the Union Trustees and a majority of the Hospital Trustees (excluding Drug) from the New York District or by operation of law. In either event, all payment and other obligations referred to herein will be to the successor fund

1. The parties agree that due to the surplus in the Pension

Fund the Hospital need not make payments to the Pension Fund for the period November 1, 1991 through October 15, 1992 (a total of ~~36~~ 11.5 months) in order for benefits to be maintained and improved, provided, however, that the Hospital shall be entitled to credit, for any sums paid on account of Pension Fund contributions for the period from November 1, 1991 to October 15, 1992.

Effective October 15, 1992, the Hospital will resume contributions to the National Pension Fund for Hospital and Health Care Employees, and shall make monthly payments based upon the previous month's payroll. Payments shall be due no later than thirty (30) days following the payroll month on which they are based. By way of an example, an August contribution shall be based on the payroll for the month of July and shall be made no later than the 30th day of August. The contribution shall consist of a sum equal to five and one-quarter percent (5 1/4%) of the gross payroll of the Employees for the preceding month exclusive of amounts earned by the Employees for the first two (2) months following the beginning of their employment.

Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing Pension or Retirement benefits for the Employees as the Trustees of the said Fund may from time to time determine.

PF Section 2-9 of this Article
shall remain the same

* This shall constitute the full 35 1/2 month
PF credit as provided for in the 1989-92
League of Vol. Hospital agreement

LOCAL 1199

BY:

Mike Ratin, 1199

Justine R.N. 1199

Janet R.N. 1199

Lucy R.N. 1199

Patricia R.N. 1199

Linda R.N. 1199

Carol R.N. 1199

Marian Woodruff R.N. 1199

Patricia R.N. 1199

Erinda R.N. 1199

Maureen R.N. 1199

Emily R.N. 1199

Carol R.N. 1199

KINGS HIGHWAY HOSPITAL

BY

John J. Gilly
Stanley Wilson

SCHEDULE A

INSIDE EXPERIENCE DIFFERENTIAL

All employees shall receive experience differential as indicated below:

Years Of Service	Effective 1/1/92	Effective 10/1/92
0	0	0
1	0	0
2	0	0
3	1050	1100
4	1250	1885
5	2100	3300
6	2700	3980
7	3150	4425
8	3975	5300
9	4600	5900
10	5000	6600
11	6300	7700
12	6700	7900
13	7350	8305
14	8400	9000
15	8900	9400
16	9450	10000
17	10500	11000
18	11000	11400
19	11300	11800
20	11750	12400
21	16300	18800
22	17000	19600
23	17600	20300
24	18600	21200
25	19300	22100
26	20300	23000
27	20600	23400
28	20900	23800
29	21200	24000
30	21600	24500
	23000	25000

For Registered Nurses combination of outside and inside longevity differential can exceed the value of the differential (or maximum) paid to a Registered Nurse for internal experience.

SCHEDULE B

KINGS HIGHWAY HOSPITAL

OUTSIDE EXPERIENCE SCHEDULE
EFFECTIVE 1/1/92

YEARS	AMOUNT
3-5	600
6-8	1200
9-11	1800
12-14	2200
15-19	2600
20+	3000